REMARKS

The foregoing amendment amends Claims 15, 22 and 23 to clarify the claimed invention. Claims 1-17 and 19-38 are currently pending in this application, with Claims 1-14 and 24-38 being withdrawn. For the reasons set forth below, Applicants believe that the rejections should be withdrawn and that the claims are in condition for allowance.

REJECTION OF CLAIMS 15-17 and 19-23 UNDER 35 U.S.C. 112

Rejection under 35 U.S.C. 112, First Paragraph

The Examiner rejected Claims 15-17 and 19-23 under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. Specifically, the Examiner alleged that the term "an advertisement sponsor, which is different than the information provider" as recited by Claim 15, 22 and 23, is new matter because of the negative limitation.

Claims 15, 22 and 23 have been amended to delete the limitation "different than the information provider." Accordingly, the rejection of Claims 15, 22 and 23 under 35 U.S.C. 112, first paragraph, is now moot.

Claims 16, 17 and 19-21 depend from Claim 15. Accordingly, for at least the same reasons discussed above, the rejection of Claims 16, 17 and 19-21 under 35 U.S.C. 112, first paragraph, is now moot.

Rejection under 35 U.S.C. 112, Second Paragraph

The Examiner rejected Claims 15-17 and 19-23 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Specifically, the Examainer alleged that the term "an advertisement sponsor, which is different than the information provider" as recited by Claim 15, 22 and 23, is indefinite.

As discussed above, Claims 15, 22 and 23 have been amended to delete the limitation "different than the information provider." Accordingly, the rejection of Claims 15, 22 and 23 under 35 U.S.C. 112, second paragraph, is now moot.

Claims 16, 17 and 19-21 depend from Claim 15. Accordingly, for at least the same reasons discussed above, the rejection of Claims 16, 17 and 19-21 under 35 U.S.C. 112, second paragraph, is now moot.

REJECTION OF CLAIMS 15-17, 22 AND 23 UNDER 35 U.S.C. 102(e)

The Examiner rejected Claims 15-17, 22 and 23 under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 6,266,649 to Linden *et al.* ("Linden"). As discussed below, this rejection is respectfully traversed.

The foregoing amendment to Claim 15 clarifies that the information provider is distinct from the advertisement (the information provider is just providing information to its users), and the advertisement sponsor is requesting the advertisement providing server to provide the advertisement to selected users of the information provider. In addition, amended Claim 15 clarifies that the target information is provided by the information provider and is specified in advance to the advertisement providing server by the advertisement sponsor, and the advertisement information is provided from the advertisement providing server to the client in conjunction with the target information provided by the information provider such that an additional information acquisition count for the advertisement sponsor is increased. *See e.g.*, Fig. 16, [0194]-[0196]; and Fig. 18, [0205]-[0212].

According to one embodiment, the user is directly accessing only the information provided by the information provider and the advertisement provided by the advertisement providing server. The user is not directly accessing the advertisement sponsor. *See e.g.*, Figs. 11 and 12.

The Examiner alleged that Linden's recommendations service reads on both the advertisement sponsor and the information provider. However, as defined by Claim 15, the advertising sponsor and the information provider are distinct. The advertisement providing server provides the advertisement on behalf of the advertisement sponsor, to a client of the information provider who is accessing the target information (a web page of an item selected by the user). The target information is provided by the information provider and specified in

advance by the advertisement sponsor, by delivering the advertisement information from the advertisement providing server to the client. The advertisement information is provided by the advertisement sponsor and associated with the additional information (web pages of related items of the selected item) provided by the advertisement sponsor. The additional information can be accessed from the advertisement information and it is accessed by related users (advertisement agents) who also accessed the target information. *See e.g.*, Fig. 16, [0194]-[0196]; and Fig. 18, [0205]-[0212].

Based on the claimed method, the appropriate advertisement information of the advertisement sponsor is relayed to the user according to the access log of each user, so that the additional information acquisition count for the advertisement sponsor is increased, even when the advertisement viewing count is the same, because the advertisement information (from the advertisement providing server) is strategically provided to those users who are more likely to be interested in the additional information than others users. Consequently, by calculating the advertisement fees based on the advertisement viewing count and the additional information acquisition count, it is possible to substantially increase advertising income (i.e., the advertisement fees to be paid by advertisement sponsors). *See e.g.*, [0197] and [0217].

The information provider is distinct from the advertising sponsor. It is the distinction that facilitates providing various advertisement information, such that the additional information acquisition count for the advertisement sponsor is increased, even when the advertisement viewing count is the same, because the advertisement information (from the advertisement providing server) is strategically provided to those users who are more likely to be interested in the additional information than others users.

In contrast, Linden only produces a recommendations list by combining the similar items lists corresponding to the items known to be of interest to user, such as items purchased before. Thus the Linden recommendations list is simply a list of names of similar items. Figs. 1 and 6. Although Linden does briefly mention that the recommendations list could be presented as advertisements for the recommended items (Col. 11, lines 54-56), Linden is only referring to the manner in which the recommendations list is presented to the

user. The recommendations are merely presented to the user as an advertisement containing a list of names of similar items. Linden only discloses providing advertisements of the information provider for the benefit of the information provider.

Moreover, Linden discloses a recommendation service that is a part of the server that also provides items put into the shopping cart by the user. Therefore, the recommendation service disclosed in Linden is actually the recommendation made by the server itself, and thus not a separate and distinct advertisement sponsor, as required by Claim 15.

Linden does not describe using the target information as a trigger for providing the advertisement of the advertisement sponsor. Linden does not disclose providing a sponsored advertisement of the advertisement sponsor to the user of the information provider who is accessing target information which is *specified in advance* by the same advertisement sponsor and on behalf of the advertisement sponsor, as required by Claim 15. (*emphasis* added). The shopping cart data of Linden does not disclose the target information specified in advance, as claimed by Claim 15, since the shopping cart data is maintained by the same server that manages the access logs. As discussed above, the advertising sponsor and the information provider are distinct, and the target information is specified by the advertisement sponsor.

Consequently, Linden does not disclose an advertisement sponsor that provides the advertisement information to a user who is accessing target information specified in advance by the advertisement sponsor according to user access logs and which is separate and distinct from the information provider. Accordingly, Claim 15 is not anticipated by Linden.

The foregoing amendment amends Claims 22 and 23 in a manner similar to Claim 15. Accordingly, for at least the same reasons discussed above, Claims 22 and 23 are patentable over Linden.

Claims 16 and 17 depend from Claim 15. Accordingly, for at least the same reasons discussed above, Claims 16 and 17 are patentable over Linden.

REJECTION OF CLAIMS 19-21 UNDER 35 U.S.C. 103(a)

The Examiner rejected Claims 19-21 under 35 U.S.C. 103(a) as obvious over Linden in view of U.S. Publication No. 2003/0191742 to Yonezawa et al. ("Yonezawa"). As discussed below, this rejection is respectfully traversed.

Claims 19-21 depend from Claim 15. Accordingly, for at least the same reasons discussed above, Claims 19-21 are patentable over Linden in view of Yonezawa.

CONCLUSION

The foregoing is submitted as a complete response to the Office Action identified above. This application should now be in condition for allowance, and the Applicants solicit a notice to that effect. No fees are believed due, however, the Commissioner is hereby authorized to charge any deficiency or credit any overpayment to Deposit Account 11-0855. If there are any issues that can be addressed via telephone, the Examiner is asked to contact the undersigned at 404.685.6799.

Respectfully submitted,

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